

**MEMORANDUM OF UNDERSTANDING
BETWEEN
FROSTBURG STATE UNIVERSITY AND
HAGERSTOWN COMMUNITY COLLEGE
REVERSE TRANSFER**

This Memorandum of Understanding ("MOU") is made between Frostburg State University ("FSU"), 101 Braddock Road, Frostburg, MD 21532, a constituent institution of higher education of the University System of Maryland and an agency of the State of Maryland; and Hagerstown Community College ("HCC"), 11400 Robinwood Drive, Hagerstown, Maryland, 21742, an institution of higher education organized and existing under the laws of the State of Maryland.

In consideration of the mutual promises and conditions contained in this MOU, the FSU and HCC mutually agree to the following:

1. Purpose

The purpose of this MOU is to establish and create a method by which FSU students who previously have attended, but not graduated from, HCC will complete an associate's degree ("Reverse Transfer"). In order to accomplish a Reverse Transfer, an FSU student shall be permitted to transfer academic credits earned at FSU to HCC to be applied toward completion of the HCC associate's degree simultaneous with the student's matriculation at FSU.

2. Commencing a Reverse Transfer Evaluation

The Reverse Transfer will be subject to an evaluation process for students who meet the criteria described in 2a or 2b herein:

- a. Not more than once a semester, HCC will send FSU send a flat-file containing the names of students who opted in to reverse transfer. The file will also contain pertinent information, such as birth date, in order for FSU to electronically match the students. FSU will provide transcripts of matched students to HCC at no cost. HCC assures that each student on the list meets the following:
 - I. Student has earned fifteen (15) or more credits at HCC;
 - II. Student has not attained an associate's from HCC or other higher education institution;
 - III. Student has shown interested in Reverse Transfer by completing, signing, and submitting a request to HCC for their FSU transcript be sent to the Office of Admissions, Records, and Registration at HCC for the purpose of evaluating Reverse Transfer eligibility.

- b. An active FSU student who transferred from, but not registered for Reverse Transfer, from HCC can request a FSU transcript be sent to HCC at no cost at any time during their career at FSU.

3. Requirements for Requesting Evaluation for Reverse Transfer

- a. HCC students must have earned a minimum of fifteen (15) credits at HCC to be eligible to apply for Reverse Transfer consideration. HCC will contact these students and offer them the opportunity to have their credits evaluated for possible application towards an associate's degree from HCC.
- b. The catalog under which a student entered HCC shall apply in cases where an application for Reverse Transfer is submitted within two (2) years of the student's their last semester of attendance at HCC. A student applying for Reverse Transfer consideration more than two years following his/her last semester at HCC will be advised on a case-by-case basis by HCC.
- c. Upon completion of credits needed for an associate's degree conferral, the student must be in academic good standing at HCC.
- d. HCC will accept letter grades of A, B, C, D, or P to fulfill the credit requirements, unless otherwise noted.
- e. HCC will use upper-division courses to fulfill lower-division course requirements when applicable.
- f. HCC may determine that a student is eligible for a program other than the intended program of study, based on courses completed and intended majors listed on the FSU transcript.
- g. HCC will develop, and both HCC and FSU will disseminate and present, Reverse Transfer information to students.
- h. HCC will provide academic advice to Reverse Transfer students.
- j. HCC will inform FSU of those students who receive an associate's degree as a result of the Reverse Transfer program.

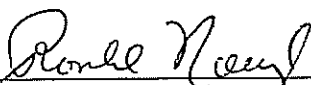
4. General Terms and Conditions

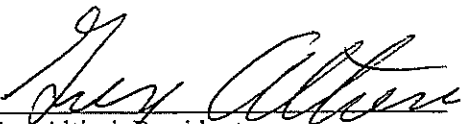
- a. HCC and FSU are independent contractors and neither is an employee, agent, partner, franchise or joint venture of the other. Neither HCC nor FSU shall have the right to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other. HCC and FSU shall at all times under this MOU comply with all federal, state, and local laws and its own institutional policies. Both HCC and FSU expressly agree not to discriminate against any person or entity on the basis of race, ethnicity, national origin, age, gender, religion, political affiliation, qualified disability, sexual orientation, and veteran status. As required by FERPA and other laws and regulations, HCC and FSU agree to maintain the privacy and security of personally identifiable information. HCC and FSU agree to report any suspected child abuse and/or neglect in compliance with Maryland law.
- b. This MOU may not be modified without the prior written consent by both parties. Neither FSU nor HCC may assign any rights or interests nor delegate its duties under this MOU, in whole or in part, without the express prior written consent of the other party.
- c. This MOU supersedes the Reverse Transfer Agreement entered into by the parties in December, 2013. This MOU will remain in effect unless either party provides written notification of termination to the other by U.S. Mail at the addresses stated in this MOU. In no event shall the termination of this Agreement by either Party take effect before the end of a then current academic term or adversely impact any student who may be participating in the reverse transfer program.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their duly authorized officials.

FROSTBURG STATE UNIVERSITY

HAGERSTOWN COMMUNITY COLLEGE

By: 
Ronald Nowaczyk, President

By: 
Guy Altieri, President

Date: 11/22/16

Date: 11/16/16